

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

2311 RACING LLC d/b/a 23XI RACING, and
FRONT ROW MOTORSPORTS, INC.,

Plaintiffs,

v.

NATIONAL ASSOCIATION FOR STOCK
CAR AUTO RACING, LLC and JAMES
FRANCE

Defendants.

Civil Action No. 3:24-cv-886-FDW-SCR

MOTION TO SEAL

Pursuant to Local Rule 6.1, Plaintiffs 2311 Racing LLC, d/b/a 23XI Racing, and Front Row Motorsports, Inc. respectfully move this Court for an order permitting them to file certain materials under seal. In support of this motion, Plaintiffs state as follows:

On or about October 8, 2024, Plaintiffs intend to file a motion for preliminary injunction. In support of this motion, Plaintiffs plan to file, *inter alia*, a supporting memorandum, along with the following documents:

1. The parties' 2016 NASCAR Cup Series Charter Member Agreement (the "Agreement"), which meets the definition of "Confidential Information" as that term is defined in the Agreement:

"Confidential Information" means, collectively, this Agreement, the terms hereof, any all proprietary information or materials provided by NEM, Team Owner, Control Person or any of their respective Affiliates in connection herewith or in furtherance of their respective rights or obligations hereunder, including the Annual Ancillary Rights Statements, Interim Ancillary Right Statements, any financial statements delivered in accordance with Section 7, any Transfer Approval Forms, and any proprietary information or materials disseminated at, prior to or in connection with any Team Owner Council meeting, in each case (other than the

Annual Ancillary Rights Statements, Interim Ancillary Right Statements, and any financial statements delivered in accordance with Section 7) that are clearly marked at the time of delivery as confidential.

The Agreement provides that the parties “shall . . . treat and hold as confidential (and not disclose or provide access to any third party to) all of the Confidential Information.” Accordingly, to maintain the confidentiality of this Confidential Information and to prevent its public dissemination, the Agreement should be sealed. *See Norkunas v. HP Hospitality, LLC*, 2010 WL 3943924, at *2 (W.D.N.C. Oct. 7, 2010) (granting motion to seal documents that were subject to a contractual confidentiality provision); *Philadelphia Indemnity Ins. Co. v. Cherokee Gives Back Found.*, 2022 WL 2079115, at *1 (E.D.N.C. June 9, 2022) (same); *Level 3 Comm’cns, LLC v. Limelight Networks, Inc.*, 611 F. Supp. 2d 572, 583 (E.D. Va. 2009) (recognizing that sealing is appropriate in “cases involving contractual non-disclosure provisions”).

2. Documents detailing Plaintiffs’ financial information, including revenue and cost breakdowns, and documents detailing Plaintiffs’ sponsorship agreements. Plaintiffs’ financial information and sponsorship agreements are competitively sensitive business information that Plaintiffs would not share with a third party. Accordingly, these documents should be sealed to avoid harming Plaintiffs’ businesses and business relationships. *See, e.g., Whirlpool Props., Inc. v. Filters Fast, LLC*, 2019 WL 553452 at *2 (W.D.N.C. Feb. 12, 2019) (granting motion to seal documents that contained “confidential and proprietary business information”); *Sound Sec., Inc. v. Sonitrol Corp.*, 2009 WL 1754790, at *1 (W.D.N.C. June 18, 2009) (granting motion to seal “sensitive business information”).

Plaintiffs also request leave to file under seal an unredacted version of their forthcoming memorandum of law in support of their motion for preliminary injunction. The redactions will be narrowly tailored to prevent public dissemination of information that meets the definition of

Confidential Information under the Agreement and/or Plaintiffs' sensitive business information. To maintain the confidentiality of this information, the unredacted version of Plaintiffs' memorandum should be sealed. *See, e.g., Norkunas*, 2010 WL 3943924 at *2; *Whirlpool Props.*, 2019 WL 553452 at *2.

Plaintiffs seek to have these documents filed under seal permanently or until deleted by the Court.

On October 3, 2024, Plaintiffs' counsel attempted to confer with Defendants regarding the instant motion, but counsel for Defendants did not respond.

For the reasons stated above, Plaintiffs respectfully request the Court grant their motion to seal (1) the Agreement; (2) documents detailing Plaintiffs' financial information, including revenue and cost breakdowns; (3) documents detailing Plaintiffs' sponsorship agreements; and (4) an unredacted version of its forthcoming memorandum of law in support of its motion for preliminary injunction.

Dated: October 3, 2024

Respectfully submitted,

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